

General Terms and Conditions of Sale

A. GENERAL

Seller hereby offers for sale to the buyer named on the face hereof ("Buyer") the products ("Products") listed on the face hereof for the express condition that the Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by the Buyer are expressly rejected. Buyer's receipt of Products will constitute Buyer's acceptance of this Agreement. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by the Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from the Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of the Seller.

B. PRICE

All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representative are valid for 90 days, unless otherwise stated in writing. All prices for Products will be as specified by Seller or, if no price has been specified or quoted, will be the Seller's price in effect at time of shipment. All prices are subject to adjustment for the provision, incurrence or performance of any specifications, quantities, raw materials, production costs, shipment or other conditions that Seller's price did not include.

C. TAXES AND OTHER CHARGES

Prices for products exclude all sales, use, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by the Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate letter of exemption for each respective jurisdiction.

D. TERMS OF PAYMENT

Seller will invoice Buyer upon shipment (or within five days after shipment) of Products for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net 30 days from date of invoice. International service may require

payment in advance. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of 1.5% per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by the Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in Euros.

E. DELIVERY, CANCELLATION OR CHANGES BY BUYER; BUYER RESPONSIBILITIES

The Products will be shipped to the destination specified by the Buyer, ex-works (f.o.b.) Ljubljana, Slovenia. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to withhold shipments in whole or in part if the Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable amount of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as a result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may not be cancelled or changed except with Seller's written consent and upon payment of Seller's cancellation charges or upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of Seller.

The quantity of any installment of the Products, as recorded by Seller on the dispatch from Seller's place of business, is conclusive evidence of the quantity received by Buyer upon delivery, unless Buyer provides

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conclusive evidence to the contrary. Seller will not be liable for any non-delivery of the Products to the Delivery Location, unless Buyer gives written notice to Seller of the non-delivery within seven (7) days following the date that Buyer would, in the ordinary course of business, have received the Products. Seller's liability for any non-delivery of the Products will be limited to replacing the Products within a reasonable time or adjusting the invoice for the Products to reflect the actual quantity delivered.

F. TITLE AND RISK OF LOSS

Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of Products will pass to Buyer in accordance with trade terms Ex-Works Seller's shipping point; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with the Seller or licensor(s) thereof. Seller may assist Buyer in arranging transportation of the Products at the Buyer's cost. Buyer agrees that such assistance by Seller will not modify the transfer of title herein.

G. WARRANTY

With respect to Products, Seller warrants that on the date of delivery, the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified, the product warranty period shall be one (1) year from the date of shipment to Buyer for Products; provided, however, the warranty period for spare parts shall be ninety (90) days from the date of shipment. With respect to Products, Seller agrees, during the applicable Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization (RMA) which

may include product specific handling instructions. Then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of the seller. All replacement parts will become property of the Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the delivery provisions hereunder. Consumables and normal wear and tear are expressly excluded from this warranty.

Notwithstanding the foregoing, Products supplied by the Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by the Seller, but Seller agrees to assign the Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier.

In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of or with respect to:

- a) user of the Products in a manner for which they were not designed;
- b) improper storage and handling of the Products;
- c) use of the Products in combination with equipment or software not supplied by the Seller;
- d) shipping damage incurred en route to Buyer's site or because of moving equipment, in which case Seller will promptly provide a cost estimate for repairs to the consignee for filing claims to carriers for shipping damage;
- e) flood, lightning, earthquake, tornado, hurricane or fire, bombing, armed conflict, malicious mischief, sabotage or other natural or man-made disasters;
- f) physical abuse, misuse, sprinkler damage, electrical surge or abnormal power variation;
- g) repairs, maintenance, or modifications made by anyone other than Seller-trained personnel or without Seller's supervision and/or approval;
- h) relocation and reinstallation of equipment; although upon request Seller will supervise the removing, crating, relocation and reinstallation of equipment at Seller's current service rate;
- i) maintenance or replacement of media whatever the reason for loss, failure or damage;
- j) the service of non-Seller material or equipment;
- k) beta-site or demo support; or

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l) service calls made to train operators, repair an equipment malfunction wherein the fault is not with the equipment.

Seller reserves the right to make any changes in the design or construction of the Seller's instruments. Buyer agrees to allow Seller at Seller's expense to make retrofits or design changes which do not substantially impair performance.

If Seller determines that Products for which Buyer has requested a warranty remedy are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and material rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT AND REPERFORM (OR, AT SELLER'S OPTION, CREDIT AMOUNTS PAID WITH RESPECT TO SERVICES) SHALL BE THE SOLE REMEDY OF BUYER IN THE EFFECT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NON-INFRINGEMENT. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT. WARRANTIES EXTEND ONLY TO THE ORIGINAL PURCHASER AND ARE NOT ASSIGNABLE OR OTHERWISE TRANSFERABLE. ANY ASSIGNMENT OR TRANSFER BY BUYER SHALL BE VOID.

H. INDEMNIFICATION

By Seller.

Seller agrees to indemnify, defend and save Buyer, its officers, directors and employees from and against any

and all damages, liabilities, actions, causes of actions, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("indemnified items") for a) bodily injury or death of persons or damage to tangible property to the extent caused by the negligence or will misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and b) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this section to the extent any such indemnified items are caused by either i) negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, ii) by any third party, iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, iv) compliance with Buyer's designs, specifications or instructions, v) use of the Product in an application or environment for which it was not designed or vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such a claim, or at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligation in this section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense x) procure for Buyer the right, at no additional expense to Buyer, to continue using the Product; y) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or z) in the event (x) and (y) are not practical, refund to the Buyer the amortized amounts paid by the Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER THE CLAIMS DESCRIBED HEREIN.

By Buyer.

Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its

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parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees and disbursements and court costs) to the extent arising from or in connection with i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; iii) Seller's compliance with designs, specifications or instructions supplied by Seller to Buyer; iv) use of a Product in an application or environment for which it was not designed; or v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

I. SOFTWARE

With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar and derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder.

Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for the Buyer's own internal business purposes. This license terminates when the Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise not make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this

license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

J. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE PROVIDED UNDER SECTION G ABOVE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF A) THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) OR SERVICES GIVING RISE TO SUCH LIABILITY OR B) € ONE MILLION EUROS (€1.000.000).

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR b) IS NEGLIGENT.

K. EXPORT RESTRICTIONS

Buyer acknowledges that export controls of the E.U. and U.S. governments, and other governments, may apply in respect of each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "items"). Such export controls may include, but are not limited to, the Export Administration Regulations of the U.S. Dept. of Commerce (the "EAR") or similar agency within the E.U., which may restrict or require licenses for the

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export of items from the United States and/or the E.U. and their re-export from other countries. Buyer shall not export, re-export, distribute or supply any item to i) any country, person or entity, in each case, without first obtaining from the appropriate government agency an license required to do so lawfully; ii) any person or entity in any country then the subject of an U.S. and or E.U. embargo, or any person or entity considered a part of the government of any such country or iii) any person or entity who is involved with the improper development or use of nuclear weapons, or of chemical/biological (CBW) or missiles, or in terrorist activities. Buyer shall, if requested by Seller, provide information on the end-user and end use of any item exported or to be exported by Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this section by Buyer or its employees, consultants or agents.

L. INSURANCE

Seller will maintain and carry liability insurance which includes but is not limited to general liability, property damage liability, and product liability in amounts set forth below with insurance companies rated B+ or better by "BEST" rating services. Insurance includes a) Commercial general liability insurance for a limit of € 1.000.000 for each occurrence and €1.000.000 in the aggregate.

M. MISCELLANEOUS

a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void.

b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the internal laws of Slovenia and/or the U.K. without reference to its choice of law provisions.

c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising from this Agreement must be brought within one (1) year from the date that the cause of action arose.

d.) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded.

e.) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

f.) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision.

g.) Buyer agrees that all pricing, discounts and technical information that Seller provides the Buyer are the confidential and proprietary information of the Seller.

h.) Buyer agrees to 1.) keep such information confidential and not disclose such information to any third party, and 2) use such information solely for the Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public.

j.) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail (or by any nationally or internationally recognized carrier including DHL, FedEx, UPS or similar carrier, postage prepaid, to a party at the addressed specified herein or at such other address as either party may from time to time designate to the other.

k.) Seller's employees will present Buyer at the end of each week, or at completion of the job if less than one week, a field service report thus signifying approval of the time spend and material expense incurred on this work. If Buyer does not sign report or provide written objection within five (5) business days after receipt, then the report shall be deemed as approved.